

## Solicitation Information March 21, 2014

#### RFP# 7548605

TITLE: Analytics for Rhode Island's All-Payer Claims Database

Submission Deadline: Tuesday April 22, 2014 at 10:00AM (Eastern Time)

## PRE-BID/ PROPOSAL CONFERENCE: NO

**MANDATORY:** 

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/Proposal Conference. The representative must register at the Pre-Bid/Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at <a href="David.Francis@purchasing.ri.gov">David.Francis@purchasing.ri.gov</a> no later than **Wednesday**, **April 2**, **2014 at 10:00 AM**(ET). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No BOND REQUIRED: No

David J. Francis
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

#### Note to Applicants:

Offers received without the entire completed four-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

#### THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

### **Disk Based Bidding Information**

#### **File Format**

All disk based bid files are ZIP files that you can open using WinZip or other compression software. The ZIP file will contain one or more files based on the type of Bid/RFP.

#### **Downloading the Disk Based Bid**

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the zipped file. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the ZIP file will download a copy to your computer's temporary directory.

#### Opening the Disk Based Bid

#### Submitting the Disk Based Bid

Once downloaded, you can open the ZIP file with Winzip or other compression software and view the files contained within the zipped folder. Extract the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents". Submit as instructed in the Bid or RFP solicitation document.

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#### **SECTION 1: INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Office of the Health Insurance Commissioner (OHIC), is soliciting proposals from qualified firms to provide analytic capacity for the Rhode Island All-Payer Claims Database (RI-APCD), in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at <a href="https://www.purchasing.ri.us">www.purchasing.ri.us</a>.

The initial contract period will begin on approximately July 1, 2014, and continue through December 31, 2015. Contracts may be renewed for up to three additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those bidders who have submitted proposals. For this RFP, OHIC is particularly interested in vendors that demonstrate the experience and ability to provide accurate and timely RI-APCD analytic services.

#### **Instructions and Notifications to Bidders**

- 1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
- 3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the bidder. The State assumes no responsibility for these costs.
- 4. Proposals are considered irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- 5. All pricing submitted will be considered firm and fixed unless otherwise indicated herein.
- 6. Proposals misdirected to other state locations, or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.
- 7. It is intended that an award pursuant to this RFP will be made to a prime vendor. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

- 8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a>.
- 9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
- 10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
- 11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
- 12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) § 28-5.1-1 Declaration of policy (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
- 13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
- 14. The bidder should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website <a href="https://www.mbe.ri.gov">www.mbe.ri.gov</a>
- 15. The selected Vendor may also be required to sign a HIPAA Business Associate Agreement if it is an entity, other than in the capacity of the workforce, ".who creates, receives, maintains, or transmits protected health information (45 C.F.R. § 160.103)" on behalf of the covered entity, or an organized health care arrangement in which the covered entity participates. A Business Associate includes a Health Information, E-prescribing Gateways, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information and a person that offers a personal health record to one or more individuals on behalf of the covered entity.
- 16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the vendor hereby certifies that it is an "eligible entity," as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an "eligible entity," as defined by 45 C.F.R. § 155.110.

#### **SECTION 2: BACKGROUND AND PURPOSE**

#### **Background**

The Rhode Island All-Payer Claims Database (RI-APCD) is a large-scale database that systematically collects and aggregates enrollment, medical claims, pharmacy claims, and provider data from private payers (e.g. commercial insurers) and public payers such as Medicare and Medicaid. To date, over a dozen states have enacted legislation and/or have started to implement an APCD. The vendor solicited in this Proposal will provide professional services for the quality assurance, data management, analytics, access, and reporting of RI-APCD data. This includes, but is not limited to: ensuring secure receipt of RI-APCD data extracts from the Data Aggregator; producing analytic-ready datasets with value-added components; working with the Project Management vendor to translate State data needs into reports of varying complexity; and, developing and maintaining a reporting and querying software solution ("business intelligence" tool or its equivalent) capable of producing customized queries and reports.

#### Overview of the RI-APCD

In 2008, the Rhode Island General Court enacted Chapter 23-17.17-9, Health Care Quality and Value Database. This law directed the Rhode Island Department of Health (HEALTH) to establish and maintain the RI-APCD, and gave HEALTH the authority to require payers, both public and private, to provide person-level claims data for health services paid on behalf of enrollees.

Rhode Island's Lieutenant Governor, in her capacity as Chair of the Rhode Island Health Care Reform Commission, provides overall leadership for the RI-APCD project. The RI-APCD implementation process is managed by an Interagency Staff Workgroup; a governing body with representatives from HEALTH, the RI Executive Office of Health and Human Services (EOHHS), the RI Office of the Health Insurance Commissioner (OHIC), and the RI Health Benefits Exchange (HealthSource RI or HSRI). These four agencies have committed staff and funding resources to the project. The Lieutenant Governor convenes monthly meetings with the heads of the four agencies to ensure collaboration and cross-agency communication.

In July 2013, HEALTH promulgated the Rules and Regulations Pertaining to the Rhode Island All-Payer Claims Database ("Regulations"). These Regulations establish the framework for the submission of health care claims data to the RI-APCD, and detail the process for the release of RI-APCD information to other State agencies, organizations, and individuals engaged in improving, evaluating, or otherwise measuring healthcare. Per the Regulations, any health plan that covers more than 3,000 Rhode Island residents, and any Rhode Island small employer health insurance plan that covers more than 3,000 members, regardless of the State of residency of the member, must submit claims data to the RI-APCD. Based on this definition, the RI-APCD is currently receiving data from seven commercial plans, Medicare and Medicaid.

In addition, the Regulations require that all participating health plans notify members of their right to opt-out of having their data included in the RI-APCD. To help health plans implement

<sup>&</sup>lt;sup>1</sup> http://sos.ri.gov/document<u>s/archives/regdocs/released/pdf/DOH/7305.pdf</u>

this requirement, the State has contracted with a vendor (known as the Lockbox vendor) to host and maintain a secure online website to administer members' opt-out requests. This portal is available 24/7 and allows all members, regardless of health plan, to opt-out and opt-back-into, the RI-APCD. Under this framework, insurers' responsibility lies in notifying all members of their right to opt-out, providing the URL for the opt-out website, and maintaining members' opt-out status in their own records based on flagging supplied by the Lockbox Vendor.

The RI-APCD is partially funded by the State's Level II Exchange Establishment Grant, set to expire on December 31, 2014. The State is currently in the process of identifying additional funding sources and developing a sustainability plan to fund ongoing APCD efforts.

#### Purposes and Major Uses of the RI-APCD

The RI-APCD will be used to ensure transparency of information about access, quality, utilization, efficiency, and cost of Rhode Island's healthcare delivery system. The long-term goals of the RI-APCD include:

- 1) Providing information about healthcare utilization and costs to inform statewide decisions on improving access, quality, efficiency, and affordability of healthcare;
- 2) Identifying the major healthcare cost drivers in Rhode Island;
- 3) Providing HSRI with the necessary information to design health insurance products and to enter into the most efficient and affordable health insurance contracts;
- 4) Providing OHIC with the information to inform health plan rate review and measurement of OHIC's affordability standards;
- 5) Informing RI Medicaid's health insurance purchasing decisions;
- 6) Enabling the evaluation of new healthcare programs and initiatives, such as Patient-Centered Medical Homes, the Rhode Island Chronic Care Sustainability Initiative, the Beacon Community Program, and Medicaid's medical homes programs; and
- 7) Providing information to researchers, payers, and others in order to improve healthcare value and outcomes.

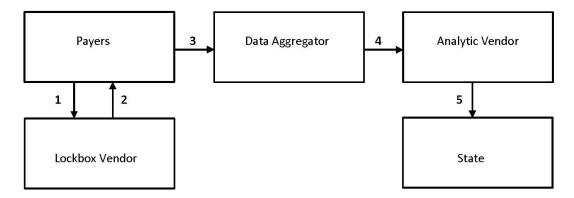
#### **RI-APCD Vendors**

The various tasks associated with implementing the RI-APCD include: project management; hosting and managing the opt-out process; creating non-identifiable Unique Member ID's; data collection and aggregation; secure data warehousing; and, analytics and reporting, among others. In Rhode Island, these tasks are divided between four vendors, three of which are currently under contract with the State. The table below delineates the four roles, identifies the current vendor(s) where applicable, and outlines the primary responsibilities of each.

| Role             | <b>Current Vendor</b> | Primary Responsibilities                                       |
|------------------|-----------------------|--|
| Project Manager  | Freedman Healthcare   | Manage all vendors, facilitate APCD                            |
|                  |                       | development and implementation                                 |
|                  |                       | <ul> <li>Manage data release process</li> </ul>                |
|                  |                       | • Subject matter experts on APCD                               |
|                  |                       | development, operations and reporting                          |
|                  |                       | Work with stakeholders to develop                              |
|                  |                       | specifications for Reporting Packages                          |
| Lockbox Vendor   | Arcadia Healthcare    | <ul> <li>Collect person-level opt-out information</li> </ul>   |
|                  | Solutions             | Build Master Person Index, establish Unique                    |
|                  |                       | Member ID's  |
| Data Aggregator  | Onpoint Health Data   | <ul> <li>Develop data collection specifications</li> </ul>     |
|                  |                       | <ul> <li>Provide ongoing support to data submitters</li> </ul> |
|                  |                       | • Front-end data collection, aggregation, and                  |
|                  |                       | production of quarterly extract to Analytic Vendor             |
|                  |                       | Claims versioning  |
|                  |                       | Develop and maintain Master Provider Index                     |
|                  |                       | Integrate Medicare data into database                          |
| Analytics Vendor | TBD                   | Receive and validate extract from Data                         |
| -                |                       | Aggregator   |
|                  |                       | Provide analytic value-added services                          |
|                  |                       | Develop/maintain/update reporting and                          |
|                  |                       | querying software solution                                     |
|                  |                       | Produce and refine Reporting Packages                          |

#### **RI-APCD Data Flow**

The diagram below depicts how data flows through the RI-APCD.



- 1) Payers send member eligibility file to the Lockbox Vendor (based on "RI-APCD Data Submission Schedule", below).
- 2) Lockbox Vendor returns member eligibility file to payers. This returned file has cross-payer Unique Member ID's and flags members who have opted-out of the APCD via the opt-out website.
- 3) Using Unique Member ID's and excluding members who have opted-out, payers send deidentified member eligibility, medical claims, pharmacy claims, and provider files to the Data Aggregator.
- 4) Data Aggregator consolidates and cleans the data, adding in the Medicare data, and produces an extract for the Analytic Vendor.
- 5) Analytic Vendor makes sure the data extract received from the Data Aggregator is accurate and complete, implements the value-added components, and produces reports and direct query capabilities via a reporting and querying software solution (e.g. business intelligence tool or its equivalent).

#### **RI-APCD Data Submission Timeline**

The Regulations promulgated in 2013 detail the process for data submission and establish the schedule for when payers must submit files to the RI-APCD. This data submission schedule is predicated on the release of the Technical Submission Guide (also known as the "Technical Specifications Manual"), which details the specific data elements and the configuration of files that payers must submit.<sup>2</sup> The Technical Specifications Manual was released to all payers on January 15, 2014. Based on this release date, the schedule for RI-APCD data submission is as follows:

<sup>2</sup> http://www.health.ri.gov/materialbyothers/RIAllPayerClaimsDatabaseTechnicalSpecificationsManual.pdf

| Submission Name              | Submission<br>Contents | Payers Submit<br>to Lockbox By | Payers Submit to<br>Data Aggregator By | Data Extract to<br>Analytic Vendor |
|------------------------------|------------------------|--------------------------------|--|------------------------------------|
| Test File                    | 3/1/14-3/31/14         | 5/15/14                        | 6/15/14                                | 9/1/14±                            |
| Historic File                | 1/1/11-12/31/13        | 10/15/14                       | 12/15/14                               | 3/1/15                             |
| Year to Date Files           | 1/1/14-11/30/14        | 12/15/14                       | 1/15/15                                | 5/1/15                             |
| Regular Monthly (Dec 2014)   | 12/1/14-12/31/14       | 1/31/15                        | 2/28/15                                | 5/1/15                             |
| Regular Monthly (Jan 2015)   | 1/1/15-1/31/15         | 2/28/15                        | 3/31/15                                |                                    |
| Regular Monthly (Feb 2015)   | 2/1/15-2/28/15         | 3/31/15                        | 4/30/15                                | 8/1/15                             |
| Regular Monthly (March 2015) | 3/1/15-3/31/15         | 4/30/15                        | 5/31/15                                |                                    |
| Regular Monthly (April 2015) | 4/1/15-4/30/15         | 5/31/15                        | 6/30/15                                |                                    |
| Regular Monthly (May 2015)   | 5/1/15-5/31/15         | 6/30/15                        | 7/31/15                                | 11/1/15*                           |
| Regular Monthly (June 2015)  | 6/1/15-6/30/15         | 7/31/15                        | 8/31/15                                |                                    |

<sup>\*</sup> Quarterly thereafter

#### **Specific Requirements**

OHIC intends to secure a contract to obtain the services of a vendor with expertise in quality assurance, data management, analytics, access, and reporting of large claims databases. Specifically, the successful vendor must have:

- At least 5 years of analytics and reporting experience;
- Expertise in data validation and quality assurance;
- Expertise with multi-payer claims data reporting and analysis;
- Experience with developing and implementing a reporting and querying software solution, similar to that described in this RFP;
- Expertise in the development of aggregated and enhanced datasets (including using and implementing value-added components such as episode groupers, patient-level risk scores, etc.); and,
- Expertise in the secure management, storage, and release of protected data that is compliant with State and Federal rules, regulations, and statutes.

#### Eligibility to Bid

Public agencies, private for-profit companies, and non-profit companies and institutions that have successfully worked with health care claims data and large databases, are invited to submit proposals in response to this RFP.

#### **Contract Term**

Services under this contract are subject to approval of the State's Chief Purchasing Officer. Services shall commence upon completion of the award, contract, and the issuance of a Purchase Order, and will run until December 31, 2015. OHIC shall, at its sole discretion, possess the option to extend the contract for three additional 12-month periods based on vendor performance and availability of funds.

 $<sup>\</sup>pm$  The Data Aggregator will provide a comprehensive Data Dictionary including the content, format, and layout of data extracts to the Analytic Vendor, immediately upon Vendor's contract start date (estimated to be 7/1/2014).

#### **SECTION 3: SCOPE OF WORK**

The vendor solicited in this RFP will provide professional services for the quality assurance, data management, analytics, access, and reporting of RI-APCD data. This includes, but is not limited to: ensuring secure receipt of RI-APCD data extracts from the Data Aggregator; producing analytic-ready datasets with value-added components; working with the Project Management vendor to translate State data needs into reports of varying complexity; and, developing and maintaining a reporting and querying software solution capable of producing customized queries and reports. Given the collaboration required to achieve these goals, preference will be given to vendors providing dedicated, local, on the ground resources.<sup>3</sup>

#### **Specific Activities / Tasks**

In order to meet these objectives, the vendor shall work closely with OHIC, its interagency partners, RI-APCD vendors, and stakeholders on the following required tasks. In addition to these required tasks, all bidders must also meet the Specific Requirements described in Section 2.

• Task One: Validation and Quality Assurance

• Task Two: Data Access for State-Agency Users

• Task Three: Reporting

• Task Four: Special Enhancement Activities as Needed

These tasks are described as follows:

#### **TASK ONE: Validation and Quality Assurance**

The vendor shall work in partnership with the Data Aggregator to develop and implement a secure data exchange mechanism.<sup>4</sup> This data transmission strategy must be encrypted and be in accordance with HIPAA, HITECH and any other applicable state and federal laws and regulations.

The quality of the RI-APCD is only as good as the quality of the underlying data. The vendor shall develop and implement a comprehensive data quality strategy. This strategy must ensure that all data uploaded to the reporting and querying software solution (and in turn, all data used to produce reports), is as complete and accurate as possible, and that deficiencies are documented and communicated to the State. Vendors are also responsible for checking, communicating, and reporting on the quality of the Data Aggregator's work. Value-added services that the Data Aggregator is contracted to deliver, include: a master provider table; unique member ID's; hospitalization identifiers; and claim type indicators ("types of service").

Bidders must detail their proposed strategy for ensuring data quality, and for improving its consistency and reliability over time, as part of their RFP response. Bidders must also detail their

<sup>3</sup> The State will provide office space for vendor staff; however, vendor will be responsible for equipping their staff with technological resources (e.g. computers).

<sup>&</sup>lt;sup>4</sup> The Data Aggregator currently uses SFTP; however, bidders may propose alternative transmission strategies.

proposed process for communicating the data quality, as well as data deficiencies, to both the Data Aggregator and the State on a regular basis.

The submitted data quality strategy will be evaluated for comprehensiveness and will be subject to final State approval prior to implementation, and in an ongoing manner. Vendors must be able to make changes to their data quality strategy in response to State feedback. Bidders should note that data extracts received from the Data Aggregator will contain updated versions of all RI-APCD data to date, and are meant to replace previously transmitted extracts entirely.

#### TASK TWO: Data Access for State Agency Users

Vendor shall develop and implement a secure reporting and querying software solution, which includes value-added components and allows state-agency users to create and save custom queries and reports based on user-defined filters and selection criteria. Task Two is divided into two components and will be paid as a Firm Fixed Price upon completion of each deliverable:

Task 2A: Development of Reporting and Querying Software

Task 2B: 1-Year License to use Reporting and Querying Software

#### Task 2A: Development of Reporting and Querying Software

Vendor shall use the Data Dictionary provided by the Data Aggregator (available immediately upon contract start) as well as the Test File data extract (see RI-APCD Data Submission Timeline), to:

- Design, build, and/or implement secure reporting and querying software *which includes value-added components*;
- Populate the reporting and querying software with the Test File extract data; and
- Demonstrate the software to the State.

The minimum business and technical requirements for the reporting and querying software can be found in Appendix A. The selected vendor will work closely with OHIC, its interagency partners, and other stakeholders to clarify and expand upon the business and technical requirements found in Appendix A, prior to implementation. Vendors will be held accountable for delivering all of the minimum business and technical requirements outlined in Appendix A. Vendors assert their capacity to perform all requirements by responding to this RFP.

#### *Value-Added Components:*

• Vendor shall use an industry standard tool or methodology to create distinct condition categories and generate patient-level risk scores for risk-adjustment purposes. In the RFP response, bidders must indicate the tool or methodology they will use (e.g. brand name of the tool, description of the validated and well-accepted methodology) and why these tools or methodologies were chosen. If awarded a contract, vendor must use the tool or methodology proposed in all reports where distinct condition categories and patient-level risk scores are required, unless otherwise requested or agreed to by the State.

- Vendor shall develop a method, consistent with state goals such as the patient-centered
  medical home model and external stakeholder needs, to attribute patients to primary care
  providers. Bidders must propose a provider attribution methodology as part of their proposal
  response. If awarded a contract, vendor will work closely with the State to discuss and
  implement the methodology proposed, unless otherwise requested or agreed to by the State.
- Vendor shall use an industry standard tool or methodology for grouping patient claims into distinct episodes of care. Bidders must indicate the tool or methodology they will use (e.g. brand name of the tool, description of the validated and well-accepted methodology) and why they propose using this tool or methodology, as part of the proposal response. If awarded a contract, vendor must use the tool or methodology proposed in all reports where distinct episodes of care are required, unless otherwise agreed to or requested by the State. The State understands that vendors may be required to license software in order to accomplish this requirement. These license fees should be included in the Firm Fixed Price for Task 2B (see below) and clearly described in the budget narrative.

Task 2A development activities must be completed by the date specified in the Schedule of Major Deliverables. Upon completion, vendors will be required to demonstrate the software solution (i.e., populated with the Test File data and value-added components) to the State; vendors should be prepared to make edits based on State beta-testing and feedback. Bidders should explain their software presentation strategy in their RFP response (e.g. location of software presentation, maximum number of attendees, duration of presentation, time needed to make subsequent edits, etc.). Upon demonstration of the software, the State will pay for Task 2A.

#### Task 2B: 1-Year License to use Reporting and Querying Software

Upon development, demonstration, and acceptance of the value-added components and the reporting and querying software solution, the State will purchase a 1-year license to use the software from January 1, 2015 – December 31, 2015. At a minimum, the license fee must include:

- Maintenance and operation of the reporting and querying software for one year;
- All software, licenses, and hardware required to fully support the required functionality described in this RFP (complying with all relevant information technology standards);
- Infrastructure to store five (5) years of RI-APCD data, and provide this data through the reporting and querying software (data older than 5 years must be archived and retained);<sup>5</sup>
- Data Security and Disaster Recovery: including secure backup of the RI-APCD data and reporting and query software, verification that the data is backed-up properly, an appropriate disaster recovery protocol, and process for disposing of defective or end-of-life hardware or software that contains RI-APCD data;

5

<sup>&</sup>lt;sup>5</sup> If a separate hosting Subcontractor will be used, a detailed description of annual audits and reports regarding data center controls and operations, including Service Organization Control (SOC) Reports, Type 1 and Type 2, must be provided. If a separate hosting Subcontractor will not be used, vendors must, at their cost, conduct an annual security assessment, performed by an independent third-party security provider, to verify that the environment containing the RI-APCD data is secure. All test results, as well as remediation plans, must be submitted to the State.

- On-the-ground staff resources to provide training and technical assistance, as needed, for up to 5 state-agency "super-users" and at least 20 other state-agency users (assume at least half are "Level 3" users<sup>6</sup>); and
- All fees associated with updating and amending the software as needed.

Referencing this list of minimum requirements, bidders must detail exactly what will be included in their 1-year license fee, as part of their RFP response. In this description, bidders should be sure to detail their proposed strategy for data back-up, disaster recovery (including system failure response/recovery times), and data disposal; as well as their approach to providing training and technical assistance.

#### **TASK THREE: Reporting**

The RI-APCD Project Management vendor is responsible for performing an assessment of state agencies' and external stakeholders' RI-APCD reporting needs, and developing a list of specific measures to be included in five (5) RI-APCD Reporting Packages. This preliminary list of state-approved reporting specifications will be completed by July 2014.

As part of Task Three, the Analytic Vendor shall:

- Work with the Project Management vendor to translate and refine the preliminary list of reporting specifications into five (5) increasingly sophisticated Reporting Packages; and
- Produce and deliver Reporting Packages 1-5 by the dates specified in the Schedule of Major Deliverables and Appendix B.

Each Reporting Package 1-5 will include up to ten (10) new reports, as well as updates/refreshes to all reports included in previous Reporting Packages.<sup>7</sup> In total, the Analytic Vendor shall produce and deliver a total of up to fifty (50) unique reports during the initial contract term.

All data in the Reporting Packages must be based on data available in the reporting and querying software. Delivery of Reporting Packages consists of uploading all reports to the reporting and querying software and/or transmitting reports to specified state agencies, as requested.

The reports included in the Reporting Packages will serve both the interest of State Agencies as well as the interest of researchers and businesses (e.g. Emergency Department visits by region and facility; inpatient hospital admissions that result in 30-day readmissions by age, sex, plan type, and disease condition; variation between highest and lowest paid providers by procedure codes, sites of care, and provider types).

The state has already identified three, agency-specific reports or report sets, which will be required as part of Reporting Packages 3, 4, and 5:<sup>8</sup>

<sup>&</sup>lt;sup>6</sup> See Appendix A for definition of "Super-User" and "Level 3" User.

<sup>6</sup> 

<sup>&</sup>lt;sup>7</sup> Exact number of reports in each Reporting Package will be subject to State approval, in collaboration with the Project Management vendor. Bidders should assume the maximum number of reports when pricing out their proposals.

CSI-RI Report: Vendor shall provide analytic services in support of the Chronic Care Sustainability Institute of Rhode Island (CSI-RI) data requests. During the initial contract term, vendor shall support three CSI-RI reports (Reporting Packages 3-5). The CSI-RI analyses are quarterly standard utilization and spending trend reports that help evaluate the State's Patient-Centered Medical Home (PCMH) project. Vendor shall calculate quarterly (risk-adjusted) utilization and PMPM spend statistics for patients by CSI practice site and for CSI as a whole relative to a non-PCMH comparison group. Utilization statistics must, at a minimum, reflect hospital admission rates, 30-day readmission rates, and emergency department visits. The analyses must apply to the entire CSI program (adults and children) and build on the existing methodology, to ensure analytic continuity, as much as possible. The vendor must also coordinate with both the existing CSI-RI analytic vendor to transfer relevant information such as attribution algorithms and data mapping decisions, and CSI-RI management on the exact delivery schedule and analytic context for each report. In addition, the vendor must commit to participating in regular, brief data staff coordination calls and presenting quarterly results at Executive Committee meetings, in person or telephonically. If the vendor contract is extended past the initial contract term, these reports must be generated and delivered to the State on a quarterly basis.

Medicaid Management Information System (MMIS) Extract: Vendor shall produce and deliver a custom data extract that will be loaded directly into the MMIS data warehouse. During the initial contract term, vendor shall produce three such extracts/reports (Reporting Packages 3-5). The vendor will work with the State to design this extract. If the vendor contract is extended past the initial contract term, this report must be generated and delivered to the State on a quarterly basis.

Extract for the RI Health Insurance Exchange: Vendor shall produce and deliver a custom data extract of Exchange and off-Exchange enrollees. During the initial Contract term, vendor shall provide three such extracts/reports (Reporting Packages 3-5). The vendor will work with the Exchange to design this extract. If the vendor contract is extended past the initial contract term, this report must be generated and delivered to the State on a quarterly basis.

Bidders must detail their proposed strategy for working with the Project Management Vendor, programming and producing reports by the dates specified in the Schedule of Major Deliverables, and making edits based on state feedback, in their RFP response.

### TASK FOUR: Special Enhancement Activities as Needed

In addition to Tasks 1 through 3, should additional funding become available, the State reserves the option to direct the Analytic Vendor to conduct additional tasks to support the overall scope of this project such as similar analytic and reporting services. It is critical that the state have the flexibility to bring on additional technical assistance and expertise in a timely manner to

<sup>&</sup>lt;sup>8</sup> These three already identified reports will count towards the maximum of 10 reports in each Reporting Package. So for example, Reporting Package 3 will contain the three specific reports listed, and then up to 7 additional reports as agreed upon by the Project Management vendor and the State.

implement, evaluate, and make mid-course corrections to components of the state's comprehensive state health planning activities.

Vendors must be able to demonstrate their capacity, capability, and flexibility in response to the State's need for additional tasks which will require similar expertise and work functions (e.g. integrating RI-APCD data into an already existing HSRI public-facing website, working with state agencies and vendors to create and integrate a "mini-version" of the RI-APCD reporting and querying software tool into existing state websites, etc.). The state will specify a contractual allowance, if any, to be included in the contract for this purpose, and to be used at the state's option. It is the state's intent to utilize these additional resources / enhanced activities as needed in response to the state's changing needs and requirements and as funding allows. This may include the use of new project funding through federal or foundation grants or other sources.

The decision to utilize services under Task 4 will be solely at the State's request, and will be for specific enhancement activities not already included under Tasks 1 through 3. These optional activities will be defined and agreed to in writing, by both the State and the vendor, before any enhancement work begins. There is no commitment on the part of the State to utilize any or all special projects / enhancement activities. All bidders must bid on Task 4 using the hourly rates established in the award. Task 4 should be bid and paid on a fully loaded time and materials basis for all personnel and subcontractors to be utilized in completing the optional task(s). This work must support but not duplicate the work described in the technical proposal's scope of work. This work cannot exceed 10% of the initial award. Should new funding become available, the Purchasing Agent would need to authorize payments in excess of 10% of the contract for special enhancements. The awarded vendor shall not perform any special enhancement activities without receipt of a formal change order issued by the Division of Purchases.

#### **Schedule of Major Deliverables**

All Proposals must conform to the following major deliverable schedule. By responding to this RFP, bidders attest to their capacity to meet these deadlines.

| Description   | No Later Than      |
|---|--------------------|
| Develop and Demonstrate Reporting and Query Software (Task 2A)  | November 30, 2014  |
| Reporting Package # 1   | November 30, 2014  |
| 1-Year License to use Reporting and Querying Software (Task 2B) | December 31, 2014  |
| Reporting Package # 2   | April 30, 2015     |
| Reporting Package # 3   | June 30, 2015      |
| Reporting Package # 4   | September 30, 2015 |
| Reporting Package # 5   | December 30, 2015  |

#### **SECTION 4: TECHNICAL PROPOSAL**

#### **Narrative and Format**

The separate technical proposal should adhere to the following order and page guidelines and should not include items not identified here. A detailed description of each section follows:

| Proposal      | Proposal Section   | Page     |
|---------------|--|----------|
| Section       |  | Limit    |
| Technical     | Table of Contents  | -        |
| Proposal      | Attestation of Financial Strength                        | -        |
|               | Response to Sample Contract Document                     | -        |
|               | Executive Summary  | 2 pages  |
|               | Narrative Response to Minimum Qualifications             | 2 pages  |
|               | Narrative Response to Required Tasks                     | 10 pages |
|               | Potential Risks/Mitigation Strategies                    | 1 page   |
|               | Relevant Experience and Expertise                        | 5 pages  |
|               | Staffing Plan  | 3 pages  |
| Cost Proposal | Cost Proposal (must be separate from Technical Proposal) | 5 pages  |

Technical Proposals should conform to the following submission format:

- Provided in a binder (bound or unbound) with each section separately tabbed;
- Paper Size: 8.5 x 11 inches;
- Minimum font size: 11 point (except for footnotes, headers, or footers); and
- Each proposal must identify the vendor name in the page footer.
- Electronic copy provided (e.g., disc, thumb drive etc...)

#### No pricing or cost information can be included in the Technical Proposal.

#### **Table of Contents**

Bidders must provide a table of contents that corresponds to the Technical Proposal sections.

#### **Attestation of Financial Strength**

Bidders must provide a written attestation of the fiscal solvency and financial capability of their firm to perform the work sought by this RFP.

The Division of Purchases reserves the right to request financial statements of any bidder, as a contingency to award (this may include the firm's two most recent audited financial statements, the firm's most recently un-audited quarterly financial statement, and/or the firm's most recent income tax return). The Division of Purchases, in its sole discretion, may reject any vendor that it believes does not have the financial capacity to perform the requested services.

#### **Response to Sample Contract Document**

Bidders must respond to the sample contract document provided in Appendix C. This response must consist of one of the following:

- A written statement that if awarded a contract, the Bidder will accept the contract terms provided in Appendix C without exception, OR
- A written statement that the Bidder proposes exceptions/modifications to the contract terms provided in Appendix C AND a red-lined version of Appendix C that clearly shows each proposed exception/modification and documentation to substantiate each proposed exception/modification.

#### **Executive Summary**

The Executive Summary should highlight the contents of the Technical Proposal and provide State evaluators with a broad understanding of the bidder's technical approach and ability. The executive summary should include the following:

- A clear and concise summary of the bidder's understanding of the project and the State's needs:
- A clear and concise summary of the proposed approach and how it will be tailored to the State's needs;
- A description of the overall value that the bidder brings to the RI-APCD; highlighting those factors that the bidder believes distinguishes its proposal;
- A general description of the firm's capabilities and role of any subcontractors.

#### **Narrative Response to Specific Requirements**

Using the bulleted list provided in the Specific Requirements section (Section 2 of this RFP), bidders must demonstrate that they meet the minimum qualifications for proposal consideration.

#### **Narrative Response to Required Tasks**

Using the description of the three required tasks, cross-referenced with the Schedule of Major Deliverables, this section shall include:

- The bidder's understanding of the State's requirements and intended result(s);
- The bidder's proposed strategy for accomplishing each task, and the proposed results. This
  description shall include a list of all activities that will be employed to successfully
  administer the project, complete all tasks, and adhere to the Schedule of Major
  Deliverables. This description should also detail how the bidder will tailor all activities to
  the State's needs:
- A work plan indicating the timeframe in which the proposed activities will be carried out and completed. This work plan should be depicted in a table or by some other graphical means;
- A clear description of the proposed reporting and querying software solution, including:
  - The specific technology proposed;
  - o The analytic and reporting products that it will be able to produce; and

- Detailed information on the hardware and software the vendor will utilize, including type and location of servers, computers, software, programmers, and other equipment and resources which will be used to design, develop, implement, and maintain the solution.
- A detailed description of what will be included in the fixed price 1-year license to use the reporting and querying software.

The narrative response to this section must not exceed 10 pages.

#### Potential Risk Identification and Mitigation Strategies

Drawing on previous experience with similar projects, bidders must identify critical dependencies and key risk factors associated with their proposal, and a plan for mitigating potential risks to the timeline.

#### **Relevant Experience and Expertise**

This section must include the following information:

- A description of the bidder's company, including when it was established, number of
  employees, locations of corporate offices, and which offices the staff that will be assigned
  to this project are affiliated with. Bidders must also include a high-level description of the
  firm's organization.
- An overview of the bidder's depth and breadth of similar experience; including, prior successes, examples of issues which the vendor has encountered with engagements of similar scope and size, and how these issues were resolved;
- At least three (3) references for projects that are of comparable size and complexity (bidders may choose to provide references that correspond to the projects detailed in the bullet above, or may choose other relevant projects). For each reference, the vendor should include the following information:
  - Name of organization
  - o Supervisor/Contact person's name and contact information
  - o Relevance to this Proposal
  - Brief Summary of project
  - o Timeframe for the project
  - Original contract amount
- Whether parts of the services proposed are to be provided by a Subcontractor and if so, the relationship with the proposed Subcontractor and the proposed Subcontractor's role during this engagement. In this section, bidders must provide a strong justification for choosing each particular Subcontractor, as well as provide examples of prior collaborations.

#### **Staffing Plan**

This section must include the following information:

- Narrative description of the qualifications of staff and subcontractors proposed for the project team, their proposed roles, their percent effort on this project (%FTE), and their location (e.g. whether they will be on-site in Rhode Island, at the vendor's U.S office location, overseas, etc.) Each project must have at a minimum, a Project Manager. The proposed project team must include individuals with substantial experience in working with integration and management of large data sets; experience in system quality and performance measurement; quality assurance; health care data privacy; data security; combining data from multiple sources; and web-based, health data reporting;
- An organizational chart for this project, distinguishing between staff of the prime vendor and subcontractors; and
- Resumes for all proposed team members and subcontractors.

This section cannot exceed 3 pages (excluding resumes).

#### **SECTION 5: COST PROPOSAL**

The Cost Proposal, including all budget components and the budget narrative, must be separately sealed and clearly marked. Cost Proposals will be evaluated on their relative competitiveness and will only be opened for those bidders deemed responsive during the technical evaluation phase. Vendors shall submit a total cost for tasks 1-3 itemized in the manner below.

#### **Budget**

Bidders **must** complete the following templates as part of the Cost Proposal. Once completed, these templates can be copy and pasted into a Word document.

- Appendix D Project Staffing Worksheet: Vendor must indicate the amount of time each proposed project team member (and subcontractor) anticipates dedicating to each required task, and their fully-loaded hourly rate;
- **Appendix E Budget**: Vendor must indicate the proposed cost for each Task 1 through 3. This budget must be based on the effort levels indicated in the technical proposal and the total personnel costs in the Project Staffing Worksheet (Appendix D).
- Appendix F –Optional Extension Years: Vendor must provide an estimate for licensing the reporting and querying software solution for each year, 2016-2018. This license fee must include all of the minimum license requirements outlined under Task 2B, however, this license fee should not include any new reports or any updates to previously generated reports. Bidders must also provide a list of positions and fully-loaded rates for staff/subcontractors that could be used for optional extension years (2016-2018).

#### **Budget Narrative**

The budget narrative should describe the costs included in Appendices D-F, how each cost was calculated (e.g. portion of cost that is for license fees, etc.), and any assumptions made in the cost calculations.

The Cost Proposal, including budget and budget narrative, should not exceed 5 pages.

#### **Overall Purchasing Structure of this RFP**

The contract awarded to the successful vendor will be paid on a combination of Firm Fixed Price and Time and Materials - Not to Exceed (T&M), basis. Tasks 2A and 2B will be paid as a Firm Fixed Price upon completion of each respective deliverable. All other tasks will be paid for actual time worked and costs incurred, up to the guaranteed maximum price submitted in the cost proposal for each task.

| Task | Description   | Contract Type                 |
|------|---|-------------------------------|
| 1    | Validation and Quality Assurance                      | T&M + Level of Effort = Total |
| 2A   | Development of Reporting and Querying Software        | Firm Fixed Price              |
| 2B   | 1-Year License to use Reporting and Querying Software | Firm Fixed Price              |
| 3    | Reporting   | T&M + Level of Effort = Total |
| 4    | Special Enhancement Activities as Needed              | T&M - Not Evaluated           |

#### **SECTION 6: EVALUATION AND SELECTION**

Proposals will be reviewed by a Review Committee comprised of staff from various state agencies. To advance to the cost evaluation phase, the Technical Proposal must receive a minimum of 55 out of a maximum of 70 technical points. Any technical proposals scoring less than 55 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 55 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points. OHIC reserves the exclusive right to select the vendor that it deems to be best fit to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s). Preference will be given to vendors providing dedicated, local, on the ground resources. Proposals will be reviewed and scored based upon the following criteria:

| Proposal              | Proposal Section   | Possible   | Detail  |
|-----------------------|--|------------|---|
| Section               |  | Points     |   |
|                       | Narrative Response to Specific Requirements<br>Relevant Experience and Expertise | 10 points  | <ul> <li>Does the bidder demonstrate expertise in the specific requirements outlined in this RFP?</li> <li>Does the bidder have a successful record of providing similar services?</li> <li>Performance references provided</li> </ul>  |
| Technical<br>Proposal | Executive Summary Narrative Response to Required Tasks                           | 30 points  | <ul> <li>Quality and comprehensiveness of work plan</li> <li>Clear description of data quality strategy and what will be included in the 1-year license fee</li> <li>Suitability of Approach, proposed tools, and methodologies to state needs</li> <li>Degree to which the bidder provides a distinguishable value to the state</li> </ul> |
|                       | Potential Risks/Mitigation Strategies  | 5 points   | Has the bidder effectively identified potential risks and mitigation strategies   |
|                       | Staffing Plan  | 25 points  | <ul> <li>How well does the staffing plan, organizational structure, and %FTE support the project requirements?</li> <li>Are on the ground resources provided?</li> <li>Do the individuals assigned to the project have similar experience?</li> </ul>   |
|                       | <b>Total Possible Technical Points</b>   | 70 points  |   |
| Cost<br>Proposal      |  | 30 points  | Cost calculated as lowest responsive cost proposal divided by this cost proposal, times 30 points   |
|                       | Total Possible Points  | 100 points |   |

The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

(low bid / vendors bid) \* available points

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

Points will be assigned based on the bidder's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

#### **SECTION 7: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at <u>David.Francis@purchasing.ri.gov</u> no later than the date and time indicated on page one of this solicitation. Please reference RFP# 7548605 on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties will be permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (an original plus five (5) copies) should be mailed or hand-delivered in a sealed envelope marked "RFP# 7548605 Analytics for Rhode Island's All-Payer Claims Database" to:

RI Dept. of Administration Division of Purchases, 2nd floor One Capitol Hill Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

#### **Response Contents**

Responses shall include the following:

- 1. A completed and signed four-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at <a href="www.purchasing.ri.gov">www.purchasing.ri.gov</a>.
- 2. A completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at <a href="www.purchasing.ri.gov">www.purchasing.ri.gov</a>.
- 3. A separate Technical Proposal, as per the specifications in Section 4 of this RFP.
- 4. A separate, signed and sealed Cost Proposal to complete all of the requirements of this project, as per the specifications in Section 5 of this RFP.
- 5. In addition to the multiple hard copies of proposals required, bidders are requested to provide their proposal in electronic format (CD-ROM, disc, or flash drive). Microsoft

Word/ Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked "original".

#### **SECTION 8: CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by bidders in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <a href="https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf">https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf</a>.

#### **Vendor Responsibilities**

- Single Award A single contract will be awarded for required tasks outlined in this RFP.
- Conditions Governing Subcontracting If the Vendor intends to use any subcontractors, the Potential Vendor must clearly identify the subcontractor in the response to the RFP. The Vendor retains responsibility for the completion and quality of any work assigned to subcontractors. The Vendor is expected to supervise the activities of subcontractors and employees in order to ensure quality.
- Compliance with Statutory, Regulatory and Other Standards The Vendor must comply with all applicable State and Federal regulations and statutes.
- Confidentiality and Protection of Public Health Information and Related Data The Vendor shall be required to execute a Business Associate Agreement, Data Use Agreement, and any like agreement, that may be necessary from time to time, and when appropriate. The Business Associate Agreement, among other requirements, shall require the successful bidder to comply with 45 C.F.R 164.502(e), 164.504(e), 164.410, governing Protected Health Information ("PHI") and Business Associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, and as amended from time to time, the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, and regulations promulgated thereunder, and as amended from time to time, and the Rhode Island Confidentiality of Health Care Information Act, R.I. General Laws, Section 5-37.3 et seq. The successful Vendor shall be required to ensure, in writing, that any agent, including a subcontractor to whom it provides Protected Health Information received from or created or received by and/or through this contract, agrees to the same restrictions and conditions that apply through the above-described Agreements with respect to such information. Any information provided by OHIC or DHS to the Vendor for the completion of the project may not be sold, given or otherwise shared with outside parties.

- Computers Computer hardware, software, data communication lines, associated network equipment, and other such technology required to complete the work of the contract are the sole responsibility of the Vendor. Software licenses required to complete the work outlined in this RFP, must be purchased on behalf of the State, in order to allow transfer to the State in the event of a contract termination.
- Data and Reports Data, information, and reports collected or prepared by the Vendor which are paid for by the State under this contract shall be deemed to be owned by the State of Rhode Island. This provision is made in consideration of the Vendor's use of public funds in collecting and preparing such data, information, and reports.
- Office Space and Equipment Office space and equipment required to complete the work of the contract are the sole responsibility of the Vendor.
- Travel All travel costs for Vendor staff, including in-state and out of state travel necessary to carry out the tasks within the contract, shall be included in the fully loaded price.

Vendor shall be strictly prohibited from incorporating RI-APCD data, in any format, into any data products which they may host or have access to.

# APPENDIX A: BUSINESS AND TECHNICAL REQUIREMENTS FOR REPORTING AND QUERYING SOFTWARE SOLUTION

| Requirement                             | Description   |
|---|---|
| <b>Data Completeness</b>                |   |
| Data Completeness                       | All fields available in the data extract from the Data Aggregator must be available in the software solution  |
| Integration of Outside<br>Provider Data | Capacity to integrate provider data from other (non -Data Aggregator) sources, such as integrating a provider directory with provider relationships into the software solution or a specific report. This outside provider data will include identifiers (such as NPI, etc.) that will facilitate matching with the provider table included in extract from the Data Aggregator.  |
| Data Security                           |   |
| Database Level                          | Capacity to protect access to software through username and password  |
| Role-Based Level                        | Capacity to protect access to data, based on the following role-based permissions:  • Level 1 – only able to view Reporting Packages  • Level 2 – able to view Reporting Packages and generate their own queries  • Level 3 – all querying and reporting functions including complex analytics  • Super-User – state-designated querying and reporting "leader", capable of performing all querying and reporting functions |
| Field Content Level                     | Ability to protect data according to content and role-based permission levels.  |
| Data Quality                            |   |
| Data Refresh                            | Data must be refreshed within fifteen (15) calendar days of receiving each data extract from Data Aggregator. Data must also be refreshed at the same time as new Reporting Packages are uploaded (See RI-APCD Data Submission Timeline and Appendix B).  |
| Versioning                              | Data must reflect most current version of each claim  |
| Description of data                     | Capacity to develop and upload an easy-to-understand description of the dataset (such as a User's Guide, FAQ, etc.)   |
| Data Dictionary                         | Each data element should contain a detailed description, as well as a description of specific issues that users should take into consideration when using the element.  |
| Data Inquiry                            |   |
| Information Retrieval                   | Capacity to drag and drop selected fields and measures, define filters, restrict data ranges, etc.  |
| Simple Ad-Hoc Queries                   | Capacity to enter and execute a query retrieving information containing simple sums, counts, and averages, grouped by specified values  |
| Prompted Ad-Hoc queries                 | Capacity to execute common predefined queries, which prompt user for constraints, but always retrieve the same columns of information   |
| Computed columns                        | Capacity to have columns of information that are calculated and not stored  |
| Aggregation                             | Capacity to create totals, and sum duplicate rows of information  |
| Complex calculations                    | Capacity to perform complex calculations such as percent of total, rolling sums, and time period comparisons  |
| Controlled calculations                 | Capacity to control the calculations used so that everyone uses the same formulas   |
| Save Function                           | Capacity to save custom queries and re-run them at a later time   |
| Import Function                         | Capacity to import queries and reports into Microsoft Excel and CSV format  |

|                         | for further analysis   |
|-------------------------|--|
| Small Amounts of        | Capacity to retrieve a few hundred rows of information, which may fit          |
| Information             | comfortably into a spreadsheet   |
| Large Amounts of        | Capacity to retrieve a few thousand or more rows of information                |
| Information             |  |
| Data Completeness       | Capacity to view data completeness score for custom queries                    |
| Data Analysis           |  |
| Regression Analysis     | Capacity to analyze how different variables affect an outcome                  |
| Statistical Functions   | Capacity to use simple statistical functions such as skew and variance         |
| Segmentation            | Capacity to define groups based on a criteria, and then re-use that group for  |
|                         | further analysis   |
| Reporting               |  |
| Report Types            | Capacity to produce reports, based on data inquiries, and convert into tabular |
|                         | and graphical formats  |
| Report Format           | Capacity to produce reports in easily printable formats (e.g. Excel and PDF)   |
| Drill Up and Drill Down | Capacity to view information at a specific level, and drill to other levels of |
|                         | information on a selected value  |
| Cosmetic Control        | Capacity to control fonts, bolding, and other display formats                  |
| Mixed Text and Graphics | Capacity to produce reports that contain both text and graphics                |
| Reporting Preferences   | Capacity to set preferences for reporting constraints, or content              |
| Data Completeness       | Capacity to view data completeness score for custom reports                    |
| Reporting Packages      | Capacity to view most recent Reporting Packages                                |
| Save Function           | Capacity to save custom reports and regenerate them at a later time            |
| Accessibility           |  |
| Remote Access           | Capacity to use software from remote locations (e.g. VPN)                      |
| Internal Collaboration  | Capacity to share queries and reports with other authorized persons            |
| Archive Data            | Software must archive old versions of pre-built reports, as well as any        |
|                         | decommissioned reports   |

#### **APPENDIX B: REPORTING SCHEDULE**

| Submission Name              | Submission       | Payers      | Payers     | Extract      | Data Uploaded/   | Available to State in Report Format |
|------------------------------|------------------|-------------|------------|--------------|------------------|-------------------------------------|
|                              | Contents         | Submit to   | Submit to  | available to | Refreshed to the | Reporting Deliverable – Task 3      |
|                              |                  | Lockbox By: | Data       | Analytic     | Reporting and    |                                     |
|                              |                  |             | Aggregator | Vendor       | Querying         | (Reporting and Querying Software    |
|                              |                  |             | By:        |              | Software *       | refreshed again)                    |
| Test File                    | 3/1/14-3/31/14   | 5/15/14     | 6/15/14    | 9/1/14       | 11/30/14         | 11/30/14 (Reporting Package #1)     |
| Historic File                | 1/1/11-12/31/13  | 10/15/14    | 12/15/14   | 3/1/15       | 3/20/15          | 4/30/15 (Reporting Package #2)      |
| Year to Date                 | 1/1/14-11/30/14  | 12/15/14    | 1/15/15    | 5/1/15       | 5/22/15          | 6/30/15(Reporting Package # 3)      |
| Regular Monthly (Dec 2014)   | 12/1/14-12/31/14 | 1/31/15     | 2/28/15    | 3/1/13       | 3/22/13          | 0/50/15(Reporting Package # 5)      |
| Regular Monthly (Jan 2015)   | 1/1/15-1/31/15   | 2/28/15     | 3/31/15    |              |                  |                                     |
| Regular Monthly (Feb 2015)   | 2/1/15-2/28/15   | 3/31/15     | 4/30/15    | 8/1/15       | 8/21/15          | 9/30/15 (Reporting Package # 4)     |
| Regular Monthly (March 2015) | 3/1/15-3/31/15   | 4/30/15     | 5/31/15    |              |                  |                                     |
| Regular Monthly (April 2015) | 4/1/15-4/30/15   | 5/31/15     | 6/30/15    |              |                  |                                     |
| Regular Monthly (May 2015)   | 5/1/15-5/31/15   | 6/30/15     | 7/31/15    | 11/1/15      | 11/20/15         | 12/30/15 (Reporting Package # 5)    |
| Regular Monthly (June 2015)  | 6/1/15-6/30/15   | 7/31/15     | 8/31/15    |              |                  |                                     |

<sup>\*</sup> This includes uploading the data extract received from Data Aggregator and adding value-added components only. Reports do not need to be uploaded into the reporting and querying software until they are due in Reporting Packages (last column)

#### **Appendix C: Sample Contract Document**

#### **AGREEMENT**

#### Between the

# STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS OFFICE OF THE HEALTH INSURANCE COMMISSIONER

and

Name of Contractor: [Vendor Name]

Title of Agreement: Rhode Island All Payer Claims Database (APCD) Analytic Vendor

Basis For Contract: **RFP #XXXXXXX** 

Maximum Contract Amount: \$X,XXX,XXX

Term of Agreement: July 1, 2014 to December 31, 2015 (Initial Term). January 1, 2016 to December 31, 2016, January 1, 2017 to December 31, 2017 and January 1, 2018 to December 31, 2018 (Renewal Terms).

- 1. Parties. This agreement ("Agreement") is a contract for services between the State of Rhode Island, acting by and through the Office of the Health Insurance Commissioner ("State"), and [Vendor Name] ("Contractor"). Contractor's form of business organization is an S-Corporation.
- 2. Subject Matter. The subject matter of this Agreement is services generally on the subject of

  \_\_\_\_\_\_\_\_. The specific, detailed services to be provided by the Contractor are described in Addendum A.
- 3. Maximum Amount. In consideration of the services to be performed by the Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Addendum B, a sum not to exceed \$X,XXX,XXX.
- 4. Term of Agreement. Contractor's performance shall begin on July 1, 2014 or on the date of approval of the Division of Purchasing, whichever is later, and shall end on December 31, 2015 or 12 months following the date of issuance of a Purchase Order by the Division of Purchasing, whichever is later, unless cancelled or terminated in accordance with the provisions of Addendum C, Para. No 5 or unless renewed in accordance with the provisions of Addendum C, Para. No. 3.
- 5. Agreement. This Agreement consists of XX pages, including the following Addenda which are incorporated herein to the Agreement:

Addendum A. Work to be Performed.

Addendum B. Payment Provisions.

Addendum C. Other Provisions.

Addendum D. General Conditions. For purposes of Addendum D, the term "Purchasing Agent" shall mean the State, as defined in Para. No. 1, above.

Addendum E. OHIC's Request for Proposal, Contractor's Bid Proposal, and Contractor's Cost Proposal.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

| STATE OF RHODE ISLAND:  | [Vendor Name]:   |  |  |
|---|------------------|--|--|
| Kathleen C. Hittner, MD, Commissioner Office of the Health Insurance Commissioner | Authorized Agent |  |  |
|   | Title:           |  |  |
| Date  | Date             |  |  |

#### Addendum A. Work to be Performed

The following text describes the work to be performed and is sourced from two documents: first, the OHIC Request for Proposals (RFP) and second, the vendor's response proposal. The vendor is obligated to complete the work described in the full RFP and the full vendor response, included in this document in Appendix E. To the extent to two descriptions conflict, the work described in OHIC's RFP prevails.

**Source:** [OHIC Request for Proposal, Scope of Work]

**Source:** [Vendor Response to Request for Proposal, Scope of Work]

#### **Addendum B. Payment Provisions**

- 1. Maximum Amounts. The maximum amount payable under this Agreement for service and expenses shall not exceed \$X,XXX,XXX. The maximum amount payment under the initial year of the Agreement for services and expenses shall not exceed \$X,XXX,XXX. The maximum amount payable for services and expenses during any Renewal Term shall not exceed \$X,XXX,XXX for each Renewal Term. The State does not guarantee the assignment of any minimum number of hours or other work under this contract.
- **2. Hourly rates.** Payments shall be made in accordance with the hourly rates for assigned staff identified in the Addendum E, Contractor's Cost Proposal.
- **3. Subcontractors.** The provisions of Addendum D, Para. No. 3 shall apply to Subcontractors. The subcontractors identified in the Contractor's Bid Proposal are hereby expressly consented to.
- **4. Expenses.** The State shall reimburse Contractor for reasonable and necessary expenses incurred in performance of this contract, not to exceed a total amount of \$X,XXX,XXX.
- **5. Invoices.** Contractor will submit an invoice to the State on a monthly basis, on or before the 15<sup>th</sup> of each month, for services provided and expenses incurred during the previous month. Each invoice must include a unique invoice number, the State Purchase Order number, the address for remittance of payment, the total amount invoiced, and for each task invoiced:
  - a) a brief description of the work performed,
  - b) dates of work,
  - c) personnel utilized and itemized hours for each person,
  - d) any reasonable and necessary expenses, and
  - e) the amounts being invoiced that is associated with the identified task.
- **6. Retainage.** Five percent (5%) of the cost of \_\_\_\_\_\_ shall be retained until the State determines that \_\_\_\_\_ is complete, and that complete performance of the task and associated Activities was substantially in accordance with the terms of this Agreement. The State shall pay any amounts so retained within 30 days after the State determines that the Task is complete.
- **7. Invoice submission.** Invoices shall be submitted to:

Sandra Lopes, Business Manager Office of the Health Insurance Commissioner 1511 Pontiac Ave, Bldg 69-1, Cranston, RI 02920 Payment Schedule from [Vendor Name] Proposal Response, Cost Proposal

#### **Addendum C. Other Provisions**

- 1. Governing Law. This Agreement shall be governed by the laws of the State of Rhode Island. The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations shall apply as the governing terms and conditions of this Agreement. The Division of Purchases General Conditions of Purchasing (http://www.purchasing.ri.gov/RIVIP/info) shall also govern this Agreement. Said General Conditions of Purchasing are incorporated by reference herein.
- **2. Compliance with Federal Law.** The Contractor shall comply with all applicable provisions of federal laws, regulations and procedures governing the use of federal funds, including but not limited to provisions relating to financial accounting, auditing, and reporting, and the conduct of contractors using federal funds.
- **3. Renewal.** At the discretion of the State, this Agreement may be renewed for no more than three (3) additional twelve (12) month terms upon 30 days written notice prior to the expiration of any initial or renewed term. In the event OHIC declines to renew the Agreement, upon notice from OHIC the Contractor shall continue the Work to be Performed for an additional period not to exceed 180 days, or such longer period as is mutually agreed to by the parties.
- **4.** Cancellation by Mutual Agreement. This Agreement may be cancelled by mutual written agreement of the parties.

#### 5. Termination.

- (a) The State, upon 30 days written notice, may terminate this Agreement if the Contractor materially fails to perform the services within the time specified or any extension thereof, or so fails to make progress as to materially endanger performance of the Agreement in accordance with its terms, or materially breaches any provision of this Agreement.
- (b) This Agreement is funded by federal funds. All obligations of the State, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of such federal funds, and in no event shall the State be liable for any payments hereunder in excess of such available and appropriated funds. In the event that federal funds supporting this Agreement become unavailable or are reduced, the State may cancel the Agreement upon written notice to the Contractor. The State shall have no obligation to pay the Contractor from state funds. Notwithstanding the foregoing, in the event that the amount of any available or appropriated funds for the purchase of services under this Agreement or any renewed Agreement shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased for any reason whatsoever, the State shall notify the Contractor of such reduction of funds available and the State shall be entitled to reduce its commitment hereunder as it deems necessary. In such event, the State shall be obligated for payments due to the Contractor up to the time of such notice. After such notice from the State, the Contractor shall not be obligated to provide all or a portion of the services specified under this Agreement or any renewed Agreement if the State determines that funds needed to pay for such services are insufficient, in whole of in part. None of the provisions of this paragraph shall entitle the Contractor to compensation for anticipated profits or payments for unperformed work.

- (c) In the event of a nonrenewal, termination or cancellation, all finished or unfinished documents and other materials shall, at the option of OHIC, become OHIC's property.
- **6.** Amendment of the Agreement; Waiver and Estoppel. No amendments, changes, or modifications to the terms and conditions of this Agreement shall be effective unless such amendments, changes or modifications are reduced to writing, numbered and signed by a duly authorized representative of the State and the Contractor. Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provision of this Agreement shall in no way be construed as a waiver of such provision of this Agreement. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
- **7. Subcontractors.** The Contractor shall not assign or subcontract the performance of this Agreement or any portion thereof to any other person without the prior written approval of the State.
- **8. Independence**; **Relationship of the Parties.** The Contractor shall act in an independent capacity. The Contractor understands and acknowledges that neither the Contractor or any officers or employees of the Contractor are officers and employees of the State.
- **9.** Conflicts of Interest. The Contractor shall not acquire any economic interest, direct or indirect, without first disclosing to the State in writing and then subsequently obtaining approval, in writing, from the State, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further agrees that no person having any such conflict of interest shall be employed by the Contractor for the performance of any work associated with this Agreement. The State reserves the right to make the ultimate determination as to whether a conflict of interest exists.
- 10. Accessibility and Retention of Records; Review of Work Performed. The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include any auditing, monitoring, and evaluation procedures, including on-site visits and interviews, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement. If such records are maintained out of the state of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final invoice under this Agreement or, if audit findings have not been received at the end of the three (3) years, the records shall be retained until resolution of the audit findings are made. The Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement. The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Executive Office of Health and Human Services, Department of

Administration, and/or by any third party designated by OHIC of Health and Human Services.

- 11. Confidentiality; Personal Information. Contractor agrees not to disclose any information made confidential by state or federal laws and regulations, including but not limited to all federal and state laws and regulations relating to the privacy of personal information. Contractor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner of form or authorize or permit others to do so unless authorized in writing by the State. Contractor shall immediately notify, in writing, the state in the event Contractor determines, or suspects, confidential information has been improperly disseminated.
- **12. Ownership of Work Product.** The working papers of the Contractor for assigned work performed for the State are the sole property of the State and shall be turned over to the State upon request. All work products of the Contractor's produced under this Agreement, including but not limited to outlines, reports, charts, plans, estimates, and computer software are the sole property of the State, and may not be copyrighted or resold by the Contractor. Computer software and quantitative models owned and developed by the Contractor before the effective date of this Agreement shall remain the sole property of the Contractor.
- 13. Liquidated Damages. Contractor agrees that time is of the essence in the performance of this Agreement. The State and Contractors agree that in the event of a failure to meet the completion dates of the Work to be Performed, damage will be sustained by the State, and that it may be impractical or extremely difficult to ascertain and determine the State's actual damages by reason of such failure. It is therefore agreed that Contractor, at the State's sole option, shall pay liquidated damages in the amount of \$\_\_\_\_\_\_\_\_, or 10% of amounts invoiced for work performed following the required completion dates. The imposition of liquidate damages by the State shall not limit the State's rights to pursue any other non-monetary remedies available to it.
- **14. Indemnification.** The Contractor shall indemnify and hold the State, and its officers, agents or employees harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual and reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in the provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, except to the extent caused by the willful misconduct or negligence of the State.

The Contractor shall indemnify and hold the State and its officers, agents or employees harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this Agreement shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

**15. Audits.** Ten days following written notice by the State, Contractor shall provide a copy of the most current annual audited financial statement of the Contractor or the Contractor's parent, where applicable. The financial statements must provide full and frank disclosures of all assets,

liabilities, changes in the fund balances, all revenue, and all expenditures. The audit must be performed in accordance with OMB circular A-133, or as updated, and with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in the above-mentioned circular. If a management letter is also issued as part of the audit, the management letter must be submitted as well.

- **16. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.
- **17. Survival.** Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.
- **18. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

# Addendum E: [OHIC's Request for Proposal], [Contractor's Bid Proposal], and [Contractor's Cost Proposal]